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19 FIDELITY NATIONAL TITLE INSURANCE COMPANY

20 DESIGNATED LOCAL COUNSEL FOR SERVICE OF  
21 PROCESS ON SINCLAIR BRAUN LLP PER L.R. IA 11-1(b)

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25 **UNITED STATES DISTRICT COURT**

26 **DISTRICT OF NEVADA**

27 BANK OF NEW YORK MELLON,

28 Plaintiff,

vs.

FIDELITY NATIONAL TITLE  
21 INSURANCE COMPANY,

22 Defendant.

Case No.: 2:20-CV-02124-RFB-BNW

**STIPULATION RE: STAY OF CASE  
AND DEADLINE TO SUBMIT  
SCHEDULING ORDER**

**FIRST REQUEST  
(ECF NOS. 43 AND 47)**

24 Plaintiff Bank of New York Mellon (“BONY”) and defendant Fidelity National Title  
25 Insurance Company (“Fidelity”) (collectively, the “Parties”), by and through their undersigned  
26 counsel, stipulate and agree as follows, subject to the approval of the District Court:

27 Whereas, BONY filed this action in the United States District Court on November 18,  
28 2020 (ECF No. 1);

1           Whereas, BONY filed a first amended complaint on March 11, 2021 (ECF No. 19);

2           Whereas, On April 5, 2021, Fidelity moved to dismiss the first amended complaint based  
3 upon an argument that BONY breached the prompt notice provision of the subject title insurance  
4 policy (ECF No. 25);

5           Whereas, the parties agreed to stay discovery in this action and to vacate the scheduling  
6 order pending the disposition of Fidelity's motion to dismiss (ECF No. 42);

7           Whereas the Court granted the parties' stipulation on January 3, 2022 (ECF No. 43);

8           Whereas the Court denied Fidelity's motion to dismiss on March 25, 2022 and directed  
9 the parties to submit a new proposed scheduling order within 14 days (in other words, by April 8,  
10 2022) (ECF No. 47);

11           Whereas the parties have started but have not yet completed their Fed. R. Civ. P. 26(f)  
12 conference. The parties are assessing whether settlement is a possibility and whether  
13 circumstances of this particular case may justify continuing the previously entered stay for a  
14 limited period of time;

15           Whereas Plaintiff's counsel will be out of town next week;

16           Whereas the parties respectfully agree that the interests of efficiency and judicial economy are  
17 best served by 14-day extension to the current deadline to submit a proposed scheduling order  
18 and/or their request to continue the stay should the parties agree it appropriate to do so.

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**NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby stipulate and agree as follows: The parties shall have until Friday, April 22, 2022 to either submit a proposed scheduling order or a stipulation to extend the stay of this case.

Dated: April 8, 2022

WRIGHT, FINLAY & ZAK

By: /s/-Darren T. Brenner

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## DARREN T. BRENNER

Attorneys for Plaintiff

## BANK OF NEW YORK MELLON

Dated: April 8, 2022

SINCLAIR BRAUN LLP

By: /s/-Kevin S. Sinclair

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KEVIN S. SINCLAIR

Attorneys for Defendant

## FIDELITY NATIONAL

## COMPANY

## IT IS SO ORDERED.

Dated this 11th day of April, 2022.

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**RICHARD F. BOULWARE  
UNITED STATES DISTRICT JUDGE**